

AGREEMENT
BETWEEN
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF DEFENSE OF THE REPUBLIC OF ARGENTINA

CONCERNING
HEALTH CARE FOR MILITARY MEMBERS AND THEIR DEPENDENTS

Whereas, the Department of Defense of the United States of America and the Ministry of Defense of the Republic of Argentina, hereinafter referred to as “the Parties”, have agreed to consider an exchange of health care, and

Whereas, the laws and regulations of the United States provide that inpatient medical care in Department of Defense medical treatment facilities in the United States may be furnished without cost to foreign force members and their accompanying dependents in the United States; provided, that the foreign force member's Government makes available comparable care for a comparable number of United States force members and their dependents in its country, and

Whereas, the Parties have determined that appropriate conditions exist to assure that comparable care to comparable numbers will be made available by each Party,

Now, therefore, the Parties agree as follows:

SECTION I
GENERAL

1. In the implementation and administration of this Agreement, the Representative of the Department of Defense of the United States shall be the Assistant Secretary of Defense for Health Affairs, and the Representative of the Ministry of Defense of the Republic of Argentina shall be the Minister of Defense.

2. This Agreement applies to the following persons:

- a. Military members of the United States, and their accompanying dependents, who are permanently or temporarily assigned in Argentina on official business, to include crews of visiting military aircraft or military vessels.
- b. Military members of Argentina, and their accompanying dependents, who are permanently or temporarily assigned in Washington, D.C., Maryland, or Virginia on official business to include crews of visiting military aircraft or military vessels.

3. Requirements for identification and proof of eligibility by persons requesting health care under this Agreement shall be as prescribed by the Party furnishing the care.
4. The Military Departments of the United States Department of Defense have agreed to make available the health care specified in this Agreement, subject to their regulations and the availability of funds.
5. Definitions.
 - a. Dependents. The term "dependents" is defined to include the following:
 - Spouse. A person who, based on the laws of the military members country, is considered to be the lawful wife or husband of the military member.
 - Dependent child. The child of a military member who depends on the military member for support, as defined by the regulations of the Party receiving the care.
 - b. Subsistence surcharge. A charge for meals consumed in a Department of Defense military treatment facility.

SECTION II

HEALTH CARE TO BE MADE AVAILABLE BY THE UNITED STATES

The Department of Defense of the United States shall make available in its military treatment facilities in the United States:

1. For Argentine military members covered by this agreement, outpatient and inpatient care in Department of Defense medical and dental treatment facilities, without cost (except for a subsistence surcharge, if applicable).
2. For dependents accompanying those military members:
 - a. Outpatient and inpatient medical care in Department of Defense medical facilities, without cost (except for a subsistence surcharge, if applicable), and
 - b. Dental care in Department of Defense medical and dental facilities, without cost, to the same extent that such care is made available in military facilities within the United States to dependents of United States military members.

SECTION III
HEALTH CARE TO BE MADE AVAILABLE BY THE REPUBLIC OF ARGENTINA

The Ministry of Defense of the Government of Argentina shall make available, for United States military members covered by this Agreement, and their accompanying dependents, outpatient and inpatient medical and dental care in Ministry of Defense medical and dental facilities, without cost. (except for a subsistence surcharge, if applicable)

SECTION IV
DISPUTE RESOLUTION

1. Questions relating to interpretation of the provisions of this Agreement, or implementation of this Agreement, shall be referred for mutual resolution to both of the Representatives of the Parties.

2. No disputes or disagreements concerning this Agreement or its termination shall be referred to third parties or international tribunals for review, resolution, or settlement.

SECTION V
TERMS

1. This Agreement may be amended by mutual agreement, by an exchange of letters between the Representatives of the Parties.

2. This agreement shall enter into force ninety days after the date of last signature and shall remain in force for three years, unless terminated by the Representative of either party by giving at least ninety days written notice to the Representative of the other Party.

For the Department of Defense of
the United States of America:



William Winkenwerder, Jr., MD
Assistant Secretary of Defense for
Health Affairs

Signed at Washington, DC

June 13, 2002

For the Ministry of Defense of the
Republic of Argentina:

By express authorization of the
Minister of Defense

Fernando Wenceslao Maurette



Signed at Buenos Aires, Argentina

21 June, 2002



THE ASSISTANT SECRETARY OF DEFENSE

1200 DEFENSE PENTAGON
WASHINGTON, DC 20301-1200

JUL 26 2002

HEALTH AFFAIRS

MEMORANDUM FOR ASSISTANT SECRETARY OF THE ARMY (M&RA)
ASSISTANT SECRETARY OF THE NAVY (M&RA)
ASSISTANT SECRETARY OF THE AIR FORCE (M&RA)

SUBJECT: Reciprocal Health Care Agreement - Argentina

Under DoD Instruction 6015.23, this office is responsible for the negotiation and conclusion of military health care agreements with foreign nations.

The attached reciprocal health care agreement, between the Department of Defense and Ministry of Defense of the Republic of Argentina, is forwarded for implementation by your Department.

The agreement is effective September 19, 2002, and expires September 19, 2005.

Point of contact for this matter is Mr. Cox, at (703) 681-0039.

William Winkenwerder, Jr.

William Winkenwerder, Jr., MD

Attachment:
As stated

cc:

DASG-PSA
BUMED/MED 03
AF/SGMA
OGC (I&I)
OGC (P&HP)
OASD (ISA) (For Mil Rights)

OASD(C) (Acctg Pol)
USDAO, Buenos Aires
J4-DDMR, Joint Staff
J5, Joint Staff
DSCA